

Cerro Gordo Co. Bd. of Health

PPME #2003

7/1/2005 6/30/2010

CERRO GORDO CO. / PPME (AIDES)
BD. OF HEALTH

05-10

AGREEMENT

BETWEEN

CERRO GORDO COUNTY DEPARTMENT OF PUBLIC HEALTH

AND

**PUBLIC, PROFESSIONAL, AND MAINTENANCE EMPLOYEES
LOCAL 2003**

(HOME CARE AIDES)

2005 - 2010

AGREEMENT	1
ARTICLE 1: RECOGNITION	1
ARTICLE 2: DEFINITIONS.....	1
ARTICLE 3: NONDISCRIMINATION IN EMPLOYMENT	2
ARTICLE 4: IMPASSE PROCEDURE.....	2
ARTICLE 5: WORK RULES	2
ARTICLE 6: SEPARABILITY AND SAVINGS.....	2
ARTICLE 7: ZIPPER CLAUSE	2
ARTICLE 8: GRIEVANCE PROCEDURE	3
ARTICLE 9: MILEAGE.....	5
ARTICLE 10: SCHOOLS.....	5
ARTICLE 11: PHYSICAL EXAMINATIONS	6
ARTICLE 12: DUES DEDUCTION.....	6
ARTICLE 13: MISCELLANEOUS.....	7
ARTICLE 14: UNPAID LEAVE OF ABSENCE	7
ARTICLE 15: JURY DUTY	8
ARTICLE 16: DETERMINATION OF PAID LEAVE RATES	9
ARTICLE 17: PERSONAL LEAVE.....	9
ARTICLE 18: WORKERS COMPENSATION	10
ARTICLE 19: FUNERAL LEAVE.....	10
ARTICLE 20: HOLIDAYS.....	11
ARTICLE 21: VACATION.....	11
ARTICLE 22: VACATION DONATION BANK.....	13
ARTICLE 23: WORK WEEK, BASIC HOURS, AND PAYROLL PERIOD.....	14
ARTICLE 24: INSURANCE.....	15
ARTICLE 25: FLEXIBLE BENEFITS PLAN	17
ARTICLE 26: SENIORITY	17
ARTICLE 27: JOB CLASSIFICATIONS AND RATES OF PAY.....	18
ARTICLE 28: LICENSING AND CERTIFICATION.....	19
ARTICLE 29: SAFETY AND HEALTH	19
ARTICLE 30: EFFECTIVE DATE.....	19
EXHIBIT "A": JOB CLASSICATIONS AND RATES OF PAY	21

AGREEMENT

This Agreement made and entered into by and between Cerro Gordo County, Iowa, Board of Health hereinafter referred to as the "Employer" and Public, Professional & Maintenance Employees Local Union #2003, hereinafter referred to as the "Union".

ARTICLE 1: RECOGNITION

- 1.01 The Employer agrees to recognize, and does hereby recognize the Union as the exclusive bargaining agent for all of the employees as defined by the Public Employee Relations Board certification on file in this matter.

ARTICLE 2: DEFINITIONS

- 2.01 Employer: For the purposes of this contract, the term "employer" shall refer to the Cerro Gordo County Board of Health. All powers granted to the Board of Health by this contract, shall be exercised by them, or such other person or persons as they may designate.

- 2.02 Employee: The Cerro Gordo County Board of Health recognizes the Union as the exclusive collective bargaining agent for:

INCLUDED: Homemaker Home Health Aides

EXCLUDED: Community Health Nursing, Environmental Health Technicians, Sanitarians, Administrative Staff, Office and Clerical Personnel, and all elected officials, confidential secretaries and other supervisors as defined by Section 4 of the Public Employment Relations Act. PERB referral Case Number 4241.

- 2.03 Union: The term "Union" as used in this Agreement shall mean the Public, Professional and Maintenance Employees, Local Union #2003.

- 2.04 Regular full-time employees: Are defined as those employees who are regularly scheduled forty (40) hours per week.

- 2.05 Regular part-time employees: Are those who are regularly scheduled less than forty (40) hours per week. Benefits under the terms of this contract are not applicable to part-time employees unless specifically stated.

- 2.06 Act: Refers to the Iowa Public Employment Regulations Act, Chapter 20, Code of Iowa (1992).

- 2.07 Family Member: For the purposes of this contract, immediate family members are defined as follows: mother, father, stepmother, stepfather, spouse, child, brother, sister, mother-in-law, father-in-law, grandparent, and grandchild, and to whom they provide legal guardianship.

- 2.08 Home Care Aides: Current terminology utilized for what was formerly known as Homemaker Home Health Aides.
- 2.09 Health Director: All references In this Agreement shall mean Health Director, Department of Public Health or his/her designee as defined by the chain of command.

ARTICLE 3: NONDISCRIMINATION IN EMPLOYMENT

- 3.01 The Employer and Union agree to comply with any nondiscrimination in employment laws that are applicable.

ARTICLE 4: IMPASSE PROCEDURE

- 4.01 Application of impasse:
The impasse procedure as provided by Chapter 20 of The Code of Iowa (1992) as amended, shall be the applicable impasse procedure.

ARTICLE 5: WORK RULES

- 5.01 The Employer has the right to adopt work rules and regulations. Prior to implementation, the Union Business Agent and Stewards; and all other employees shall be furnished a copy of said rules, regulations and any amendments.

ARTICLE 6: SEPARABILITY AND SAVINGS

- 6.01 If any provision of this Agreement is subsequently declared by the proper legislative or judicial authority to be unlawful, unenforceable, or not in accordance with applicable statutes or ordinances, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement.

ARTICLE 7: ZIPPER CLAUSE

- 7.01 The Employer and the Union, for the life of this Agreement, each voluntarily and unqualifiedly waives any right which may otherwise exist to negotiate over any matter during the term of this Agreement, and agrees that the other should not be obligated to bargain collectively with respect to any subject or matter not specifically referred to or covered by this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.

ARTICLE 8: GRIEVANCE PROCEDURE

8.01 Definition:

A grievance shall mean only a complaint by an employee that there has been an alleged violation, misinterpretation, or misapplication of any of the specific provisions of this Agreement.

8.02 Employees covered:

Every employee covered by this Agreement shall have the right to present grievances in accordance with these procedures.

8.03 Time limit compliance:

The failure of an employee to act on any grievance within the prescribed time limit will act as a bar to the grievance. The time limits provided under this Article may be extended by mutual consent between the Employer and Union.

8.04 Non-interruption of work:

It is agreed that any investigation or other handling or processing of any grievance by the employee shall be conducted as to result in no interference with or interruption whatsoever of the work of the employee.

8.05 Grievance implementation:

Grievances shall be implemented in the following ways:

- 1) A single aggrieved employee may implement procedures.
- 2) Any grievance on the same issue brought by more than one employee under direction of the same immediate supervisor may jointly implement procedures.
- 3) Any grievance on the same issue brought by employees working under more than one immediate supervisor shall jointly implement procedures.

8.06 Multiple grievances:

Proceedings involving more than one employee shall be jointly filed, considered and ruled.

8.07 Grievance Process:

Step 1: The aggrieved employee(s) shall informally notify the employee's immediate supervisor, or in his/her absence the assistant supervisor, within seven (7) calendar days of the date of the occurrence. The immediate supervisor shall attempt to adjust the matter and shall respond informally to the employee(s) within seven (7) calendar days.

Step 2: In the event resolution is not achieved under Step 1, the employee(s) may present the grievance in writing to the Health Director within seven (7) calendar days after the immediate supervisor's response. The Health Director shall investigate and respond his/her decision in

writing, to the employee(s) within seven (7) calendar days of receipt by him/her of the grievance.

Step 3: If the grievance is not resolved following Step 2, a copy of written record shall be submitted to the Board of Health. The Board shall, within seven (7) calendar days either:

- (a) Order a hearing to obtain further information prior to their decision in the matter and render a decision in writing within seven (7) calendar days.
- (b) Render a decision in writing to the aggrieved employee(s) and a copy to the Union business agent within seven (7) calendar days.

Step 4: If the grievance is still unsettled, either party may within fourteen (14) calendar days after the reply of the Board of Health by written notice to the other, request arbitration.

8.08 Arbitration of unsettled grievance:

Any grievance not settled in the above procedure may be referred to arbitration. It is expressly agreed and understood that no employee or the Union shall have the right to compel the arbitration of a grievance without the written consent of the other. The arbitration proceeding shall be conducted by an arbitrator to be selected by the Employer and the Union within seven (7) calendar days after notice has been given. If the parties fail to select an arbitrator, the Public Employment Relations Board shall be requested by either or both parties to provide a panel of five (5) arbitrators. Both the Employer and the Union shall have the right to strike two names from the panel. The parties shall flip a coin to determine who shall have the first strike and then the other party shall strike one name, and the process will be repeated until there is one person remaining who shall be the arbitrator.

The decision of the arbitrator shall be final and binding on the parties and the arbitrator shall be requested to issue his/her decision within thirty (30) days after the conclusion of the testimony and argument. The expenses for the arbitrator's services and the proceeding shall be borne equally by the Employer and the Union; however, each party shall be responsible for compensation to its own representatives and witnesses. If either party desires a transcript, the cost of the transcript shall be paid by the party requesting it, unless the parties agree otherwise.

8.09 Representative at any grievance meeting:

The employee may request the attendance of an authorized Union representative at any grievance meeting. The Union officers may be present for arbitration procedures.

8.10 Hold harmless:

The Union agrees to hold the Employer harmless from any liability incurred by the Employer as a result of requiring both the Union and the employee(s) to consent to arbitration.

8.11 Court appeal:

Notwithstanding other terms of this Article, either party may appeal decisions rendered under this article to the District Court.

ARTICLE 9: MILEAGE

- 9.01 Employees required to use their personal vehicle for Employer business will be required to carry personal liability insurance in the amounts of \$100,000 for bodily injury for each person, \$300,000 bodily injury for each occurrence and \$100,000 property damage on their personal vehicle, provide proof of insurance to the Employer and maintain a valid drivers license in order to be eligible for mileage reimbursement. Employees will then be reimbursed for mileage at the IRS maximum allowable rate.
- 9.02 All employees must have available to them a motor vehicle for use during work hours.

ARTICLE 10: SCHOOLS

- 10.01 The employer may require employees to attend schools and seminars. If required by the employer, the employee will be reimbursed subject to restrictions below.
- 10.02 If the training site is located further away than the distance between the employee's home and the worksite, then reimbursement will be provided for travel time and mileage beyond that calculated amount.
- 10.03 On over night travel in Iowa, reimbursement for meals incurred shall be allowed up to \$27 per day. Meal cost shall be itemized, including date incurred and cost of each meal. For out-of-state travel, meal expenses are allowed up to \$48 per day. Meal cost shall be itemized, including date incurred and cost of each meal.

One day out-of-county trips should not require three meals, please see below qualifications:

- 1) Departure before 7:00 am and return to residence after 6:00 pm may be reimbursed the actual cost of breakfast, lunch and dinner up to a maximum of \$27.
- 2) Departure before 7:00 am and return to residence before 6:00 pm may be reimbursed the actual cost of breakfast and lunch up to a maximum of \$12.
- 3) Departure after 7:00 am and return to residence after 6:00 pm may be reimbursed the actual cost for lunch and dinner up to a maximum of \$22.
- 4) Departure after 7:00 am and return to residence before 6:00 pm may be reimbursed the actual cost for lunch up to a maximum of \$7.

When attending an in-state or out-of-state conference/training which includes meals, no additional meals will be reimbursed by Cerro Gordo Department of Public Health. The Health Department will reimburse for meals not covered by the conference/training.

Expenditures for alcoholic beverages are not reimbursable.

Expenditures for gratuity is allowed up to 15% of meal cost.

No reimbursement will be made for meals within the county unless prior approval is given or unless the cost is included in registration of a conference/training.

Individual exceptions for exceeding allowable meal reimbursements may be granted for out-of-state travel and are at the discretion of the Health Director.

The receipt for the cost of applicable meals must be attached to the claim for reimbursement.

- 10.04 The employer shall be responsible to arrange and pay for the motel rooms required for schooling.
- 10.05 Employees will be required to punch in before leaving to attend schools and seminars and upon returning shall be required to punch out. This requirement of punching the time clock may be waived by mutual agreement between the employer and the employee. Employees returning to the proximity of their regular place of work before the end of their scheduled shift shall report for work and shall work the remainder of their regular shift.

ARTICLE 11: PHYSICAL EXAMINATIONS

- 11.01 At the County Board of Health expense, an employee will be allowed to have one physical examination every three (3) years by a physician designated by the County Board of Health. The County Board of Health and the employee is entitled to a report of this examination. The report shall be maintained in the employee's medical file.
- 11.02 The Department of Public Health may require an employee who has a potential medical problem that would be aggravated by employment to have a physical examination by the designated County physician at Board of Health expense. The employee is entitled to a report of this examination.

ARTICLE 12: DUES DEDUCTION

- 12.01 The Employer agrees to deduct the Union dues from the pay of those employees who individually request in writing that such deductions be made. The amounts to be deducted shall be certified to the Employer by the Treasurer of the Union and the aggregate deductions of all employees shall be remitted, together with an itemized statement to the Treasurer by the first of the month after such deductions are made. This statement shall additionally include the address of each employee. The employee may terminate payroll deduction of Union dues by a written request to that effect at least thirty (30) days in advance of the desired termination date.
Sample authorization for payroll deduction:

By: _____
Last Name First Name Middle Name

To: _____
Employer Department

Effective: _____
Date

The Union agrees to hold the Employer harmless from any liability incurred by the deduction of Union dues or initiation fees from the wages of any employees in the bargaining unit as provided in this Article.

ARTICLE 13: MISCELLANEOUS

13.01 Termination of employment:

Vacation time earned prior to termination of employment will be paid at the prevailing wage of the employee. To accumulated vacation earned and unused will be added vacation earned in the current year on a prorated basis to the date of termination. An employee with less than one (1) calendar year of employment will not qualify for vacation or vacation pay upon termination of employment.

Upon termination of employment under conditions other than cause, an employee is required to give the employer written notice at least ten (10) working days in advance of his/her intention to terminate employment, or unused and accrued vacation will not be paid. Employees will not be allowed to take vacation during the final ten (10) working days. Employees shall be bound under the terms of this contract and all the provisions thereof for ten (10) working days after such notice is given, unless it is mutually agreed by the employee and the employer that this requirement be waived.

When an employee gives the employer a ten (10) working days notice of termination of employment, the employer may, at their discretion, dismiss the employee immediately. This termination will still be considered a resignation, and the employer will be required to grant the employee the ten (10) working days with pay at the employee's quarterly average. The employee will still be granted earned or accrued vacation that he/she is entitled to receive.

ARTICLE 14: UNPAID LEAVE OF ABSENCE (Non-Family Medical Leave Act)

14.01 The Health Director may, with the approval of the Board of Health, grant an unpaid leave of absence to an employee for personal reasons, not to exceed ten (10) occurrences or twelve (12) work days within a "rolling" 12-month period measured backward from the date any unpaid leave is used.

For unpaid leaves of 5 consecutive working days or less, vacation and health insurance benefits will not be terminated. During such unpaid leaves, the employee:

- 1) Receives no compensation.
- 2) Earns no personal leave.
- 3) Does not collect personal leave benefits.
- 4) Does not contribute to retirement programs.

In addition, for unpaid leaves of more than 5 consecutive work days leave, the employee:

- 5) Must reimburse employer for all group hospital and medical insurance premiums paid while on leave if employee desires coverage to be continuous.
- 6) Must reimburse employer for all premiums for group life and disability insurance if coverage is desired to be continuous.
- 7) Does not earn vacation leave.

- 14.02 If an employee incurs unpaid leave beyond the amounts specified in this Article, the employee's employment with the County shall be considered terminated, unless approval as outlined in Article 14.03 is given.
- 14.03 The Board of Health retains the right, upon consultation with the Health Director, to grant unpaid leave beyond the amounts specified in this article, if in their opinion, it is in the best interests of Cerro Gordo County. A request for such extension must be made in writing from the employee to the Health Director at least ten (10) working days prior to the expiration of time as specified in this Article.
- 14.04 Any unpaid leave used while on Family Medical Leave will not be considered as counting towards the amounts specified in this Article. Refer to the Personnel Policies for specific guidelines on the Family Medical Leave Act.
- 14.05 Unpaid leave can be used only after vacation and personal leave (if appropriate) has been depleted.
- 14.06 If on unpaid leave outside of FMLA, employee does not receive holiday pay.

ARTICLE 15: JURY DUTY

- 15.01 Notice of duty:
On receipt of notice the employee shall notify his/her immediate supervisor of his/her selection to serve and the time covered by the notice. The elected official or department head will determine the need for a work related request for excuse.
- 15.02 Payment during service:
All full and part time employees serving as jurors will be credited with one (1) work day's pay, based on the employee's work schedule, per day served, provided they take the following action:
- 1) Advise their immediate supervisor of the days they are to appear.
 - 2) If dismissed after appearance and during regular working hours, return to the job not more than

- one (1) hour after dismissal.
- 3) Return all payment for appearance and service to the employer. Payment for travel will be exempt.

Failure to reasonably comply with the foregoing will result in loss of pay.

ARTICLE 16: DETERMINATION OF PAID LEAVE RATES

- 16.01 At the end of each quarter of the fiscal year, the Employer shall determine the average hours each employee has worked per day during the last quarter. This shall be computed based on a 40-hour week baseline. For the purposes of this article, the term "hours worked" shall be defined as all hours worked on the job, on personal leave, holidays, or on vacation leave. Time spent on an unpaid leave of absence shall not be included in hours worked.

During the following quarter after which the average hours for each employee is established, the employee's daily average hours will be used to determine the number of hours the employee will be compensated for when taking a day off for personal leave, vacation, holidays, or any other paid leave.

ARTICLE 17: PERSONAL LEAVE

- 17.01 Each employee with a quarterly average equal to or greater than 24 hours shall be granted seven (7) days of personal leave on July 1st of each year. Employees eligible for personal leave shall have an additional ten (10) days of personal leave placed in a separate account on July 1st of each year. This leave shall be utilized only for leaves that are permissible under the Family Medical Leave Act. Employees may accumulate up to seventy-five (75) days into this account. Employees may elect to use this leave prior to their regular personal leave, if applicable.
- 17.02 Employees may carry over a maximum of 28 days personal leave into a new fiscal year. Therefore, the total possible amount of personal leave available will be 35 days (28 days carryover + 7 days new allotment).
- 17.03 When personal leave is used, it will be figured at the current quarterly average and subtracted from the total allotment of days available at the time of usage. If usage is for a partial day, a percentage relative to an entire day will be determined.
- 17.04 Personal leave may be used for any of the following purposes:
- 1) Illness and injury of the employee. Injuries that are determined as compensable under worker's compensation are covered under Article 18.
 - 2) Well examinations (medical, optical, dental) which cannot be scheduled outside of working hours.
 - 3) Illness or medical treatment of a defined family member.

4) Job related examinations, at the employee request.

- 17.05 In the event the employee is absent for three consecutive work days, they must provide their immediate manager with documentation from a licensed physician verifying the purpose of leave usage upon returning to work.
- 17.06 All absences chargeable to personal leave shall be reportable to the service manager as soon as possible and no later than the time for start of work on the day of absence.
- 17.07 Annually, employees will have the option of receiving payment for personal leave remaining that exceeds twenty-eight days allowable carryover on June 30. This payment shall equal sixty percent (60%) of the excess time at the employee's June 30 regular hourly rate. Employees shall also have the option of placing 100% of the personal leave remaining that exceeds the allowable ten days carryover into their FMLA leave account. Upon retirement, employees will be allowed to convert their hours in this FMLA account to pay their health insurance premiums on the County policy. This will be computed by converting the number of days in the FMLA account into an hourly amount utilizing the employee's current quarterly average at the time of retirement. Then, multiplying their hourly rate of pay (at time of retirement) by the number of hours in the FMLA account.

ARTICLE 18: WORKERS COMPENSATION

- 18.01 The employer shall file all appropriate forms on behalf of an employee for an on-the-job injury or disability to ensure payment of worker's compensation.
- 18.02 An employee that is injured on the job will receive full pay from the Board of Health (minus any workers compensation checks for payroll) for a period of five (5) weeks. This will not be deducted from the employee's personal leave.
- 18.03 Employees with job related injury, who are eligible for worker's compensation benefits as a result of that injury, will continue to receive health insurance benefits for a period not to exceed 13 weeks. If an employee is off more than 13 weeks, and he/she wishes to continue group insurance or other payroll deductions which are not a part of the Agreement fringe benefits shall make payment to the Employer on or before the last working day of each month for which he/she desires continued coverage

ARTICLE 19: FUNERAL LEAVE

- 19.01 Funeral leave may be used for any of the following purposes:
- 1) Funeral leave for a defined family member, not to exceed 3 days per occurrence, the length of which will be determined by the employer for each occurrence.
 - 2) In case of the death of an employee's aunt, uncle, niece, nephew, brother-in-law, sister-in-law, son-in-law, daughter-in-law, or first cousin the employee may be allowed to use funeral leave

- not to exceed one (1) day.
- 3) Employee will be permitted to use up to four hours of funeral leave for attendance at funerals of individuals outside of the immediate family definition, provided such leave is authorized in advance by the employer. The annual number of such absence shall be limited to 3. The employer may, at its option grant additional funeral leave for this purpose if it is deemed appropriate. In all cases except for immediate family, the employer shall reserve the right to deny funeral leave, if such leave on the part of the employee would result in a staff level below that which is required to satisfactorily perform the duties of the department.

ARTICLE 20: HOLIDAYS

20.01 Holidays Recognized:

The following ten (10) holidays are recognized as holidays under this Labor agreement:

New Year's Day	Labor Day
President's Day	Thanksgiving Day
Memorial Day	Christmas Day
Independence Day (July 4)	Good Friday
Day after Thanksgiving	Christmas Eve

Whenever any of the holidays listed above shall fall on Saturday, the preceding Friday will be observed as the holiday. Whenever any of the holidays listed above shall fall on Sunday, the succeeding Monday shall be observed as the holiday. For the purposes of this article "Saturday" shall mean the day following the last scheduled workday in a calendar week, "Sunday" will mean the day preceding the first scheduled workday at the time of the holiday.

20.02 Part Time Employees:

Employees whose average hours worked, as calculated in Article 16, are twenty-four (24) hours per week or more shall receive their regular rate of pay pro rata as specified in Article 16 or an equal amount of paid time off as agreed by the employee and Employer. Employees whose average hours worked as calculated in Article 16, are less than twenty-four (24) hours per week, shall not earn any holiday pay.

20.03 Forfeiture of Holiday Pay:

Employee who is absent the scheduled workday before or after a holiday due to personal or family illness or injury must produce a physician's excuse verifying that the individual was seen for illness or injury by the physician on the day missed. If physician's note is not received, the holiday pay will be forfeited.

ARTICLE 21: VACATION

21.01 Full-time employees are entitled to a vacation on the following basis:

- 1) Each employee's vacation benefits will be computed using an anniversary date of July 1. An employee's vacation anniversary date shall be computed as follows:
 - A. If the date of hire is between July 1 and Dec. 31, the vacation anniversary date will be set at the preceding July 1. For employees hired between Jan. 1 and June 30, the vacation anniversary date will be set at the following July 1. Vacation benefits will be earned and awarded as per sections 21.01 B through E of this contract.
 - B. When an employee has completed a total of 26 weeks of full time work, they will earn 16 hours of vacation pay.
 - C. When an employee has completed a total of 52 weeks of full time work, they will earn 72 hours of vacation pay.
 - D. From the date when an employee has completed a total of 52 weeks of full time work, until the following July 1, the employee shall earn vacation benefits at the approximate rate of one hour for every 23.64 hours worked. This amount will be awarded to the employee on the July 1 following the completion of the equivalent of 52 weeks of full time work.
 - E. All vacation thereafter will be awarded on July 1 of each year at an amount to be determined by the vacation anniversary date defined in part A above. Vacation will be earned at the rates specified in part F.
 - F. Vacation pay shall be earned as follows:
 - After Second through Fourth years: 88 hours of vacation
 - After Fifth through Ninth years: 128 hours of vacation
 - After Tenth through Nineteenth years: 168 hours of vacation
- 21.02 In all cases, the employee shall have up to twelve months to use any vacation awarded. If the employee does not use the vacation awarded within a twelve month period, only twenty-four (24) hours of it may transfer forward to the next year.
- 21.03 Vacation leave may not be taken in advance of when awarded and shall be approved and scheduled by the employer.
- 21.04 Vacation leave shall be taken in a minimum of one (1) hour increments. Officially designated holidays falling within a period of vacation leave will not be counted against vacation time.
- 21.05 Scheduling of vacation time shall be mutually agreed upon between the employee and the employer prior to its usage. The County will open vacation requests during the first ten (10) working days of November of each year for the following calendar year. At that time employees will file written requests for a vacation period (consecutive days) and they will be awarded vacation on a seniority basis. Employees shall not have preference for the same holiday period in consecutive years. After that

time, employees must file written requests with department heads to schedule vacation usage and they will be awarded on a first come, first serve basis. Department heads shall respond as soon as possible, but no later than three (3) working days after the request(s) is filed. In cases of emergency situations, the department head or their designee shall respond immediately. Any request(s) that are denied shall state in writing the reason for the denial. The employer reserves the right to deny vacation benefit usage if such usage by an employee will interfere with the normal operations of the department.

- 21.06 Employees whose average hours as computed in Article 16 are less than forty (40) hours per week, shall during the following quarter, earn vacation on a prorated basis of the rates outlined in Article 21.01 above, providing their average hours worked are twenty four (24) hours per week or more. Employees whose average hours worked are less than twenty four (24) hours of work per week do not earn any vacation benefits, but may use vacation hours previously awarded. Such hours will be paid as outlined above in this Article and in Article 16.

ARTICLE 22: VACATION DONATION BANK

- 22.01 Employees who want to assist another employee in a personal crisis situation (health, family, financial, etc.) may request a transfer of available earned vacation time from their vacation bank to the vacation bank of the designated employee. To make a vacation transfer, requests must meet the following criteria:

- The potential recipient employee must have a demonstrated need.
- The recipient donor must have less than 80 hours in his or her vacation bank prior to the transfer.
- The vacation hours donated can not exceed the demonstrated need.
- The employee may not donate more than 50% of their annual earned vacation time.
- Employees donating vacation time must have the amount requested for vacation transfer in his/her earned vacation bank.

All donating employees' transfers are anonymous. All vacation transfers are paid at the recipient's regular rate of pay. An employee may donate available earned vacation time to more than one employee per year provided the established criteria are met.

Requests are processed and verified through the Health Director or his/her designee. If the transfer criteria are not met, the Health Director or designee will inform the donating employee.

Procedure:

1. The donating employee completes a "Vacation Donation Form" available through the Health Director.
2. Donating employee sends request form to the Health Director.
3. Health Director will verify eligibility criteria.
4. If the request is approved, the Health Director will notify the recipient and recipient's direct supervisor.
5. If the request is approved, the Health Director will notify the donor.

6. If the request is approved, the Health Director will inform the Confidential Administrative Aide to make the appropriate vacation adjustment to the donor and recipient vacation bank.
7. The Confidential Administrative Aide will notify the Auditors Office of the approved donor and recipient vacation bank adjustment.

ARTICLE 23: WORK WEEK, BASIC HOURS, AND PAYROLL PERIOD

- 23.01 The regular workday shall be determined by the employer and will not commence before 8 a.m. or continue after 4:30 p.m. unless agreed upon by the employee and the employer. The normal workweek shall be five (5) eight hour days, Monday through Friday, followed by two (2) days off. The employer may extend or reduce the workday beyond the boundaries of 8:00 a.m. to 4:30 p.m., Monday through Friday, to meet the health care needs of the clients. The weekend hours will be alternated among the part-time seniority classification if at all possible, with time given off during the week to compensate for these hours and salary adjustments mentioned in Article 26.

The Home Care Aide who is scheduled for a weekend or holiday will carry a pager and be on-call between the hours of 8:00 a.m. until 4:00 p.m. each day. Incentive pay will equal \$1.00 for each hour of on-call responsibility.

When the need arises to schedule someone to work in the evening, a bid sheet will be posted or the employees will be polled for volunteers. If no one chooses to volunteer, assignments will be made starting with the lowest seniority members.

- 23.02 The payroll period shall be two weeks in duration, beginning at 11:00 p.m. Saturday and ending at 10:59 p.m. the second following Saturday. Payroll warrants shall be issued on the Friday following the end of the payroll period. In the event that the Friday is a holiday for the County Auditor's office, the payroll shall be issued at 4 p.m. on Thursday. If Thursday is a holiday for the County Auditor's office, the payroll shall be issued on the next regularly scheduled work day of the County Auditor's office. Each employee's payroll shall be based on actual hours worked during the payroll period.
- 23.03 Any error in an employee's payroll check resulting in a net underpayment in take-home pay of \$50 or more shall be sufficient cause for the employer to process a special payroll by the following Tuesday to correct the error. In the case of the employee receiving a net overpayment of \$50 or more shall be sufficient cause for the employee to reimburse the county by the following Tuesday. Payroll errors of less net difference to either party shall be corrected on the next regular payroll.
- 23.04 Employees shall have the following options available for receiving their payroll checks:
- 1) Pick up in person after 10 a.m. on the payroll issue date.
 - 2) Mailed to their home address on the payroll issue date.
 - 3) Direct deposited in the employee's bank account by the county auditor's office.
 - 4) Hand delivered to the employee by the department head or designee on the issue date, or on the employee's next scheduled work day if the employee is not scheduled to work on the issue

date.

- 23.05 There will be no grace period before and no grace period after the work shift for punching in and out on the time clock. The time clock will be calculated on straight time.
- 23.06 The Employer shall grant, with pay, two (2) rest periods of fifteen (15) minutes duration if the employee is working a minimum of three (3) hours or more in the morning or afternoon shift. Each break period will be scheduled as near the middle of the first and second half of the workday as possible.
- 23.07 All employees shall be granted an unpaid lunch period. The lunch period shall be thirty (30) minutes provided that individual variations may be approved by the employee and the employer.
- 23.08 All paid leaves constitute hours worked for the purpose of computing overtime hours.
- 23.09 An employee who is called in to work by the Employer shall be paid a minimum of two (2) hours pay.
- 23.10 The regular hours of work, current work day, and regular work week, shall not be construed as a guarantee of any number of hours per day or week, or as a limitation of the number of hours of work per day or week which the county may schedule.

ARTICLE 24: INSURANCE

- 24.01 Health insurance:
The Employer will make available to each employee a choice of two (2) health insurance policies with the following benefits:

Plan #1: Alliance Select 500

Deductibles: \$500.00 Single; \$1,000.00 Family
Coinsurance: 80/20 at participating doctors and hospitals
70/30 at non-participating doctors and hospitals
Lifetime maximum: \$2,000,000.00
Out-of-pocket maximum: \$1,500.00 Single
\$2,500.00 Single
Cost Single \$425.00 per month
Family \$625.00 per month

Plan #2: Classic Blue 1000

Deductibles: \$1,000.00 Single; \$2,000.00 Family
Coinsurance: 80/20
Lifetime maximum: \$2,000,000.00
Out-of-pocket maximum: \$2,500.00 Single
\$4,500.00 Family

Cost: Single \$300.00 per month
 Family \$525.00 per month

Once a year employees may switch from one coverage to another without any health questions for anyone currently covered by one of these plans. The County will pay the single for the Alliance Select 500 and that same amount towards any of the other plans. You are required to carry at least single coverage of one of these plans. The balance may be used on the employee's flexible benefits as provided for in Article 25.

The deductibles and co-insurance will be on a fiscal year basis (July 1 - June 30).

- 24.02 The Employer will fund the full employer contribution, which is the cost of a single policy of the Alliance Select 500, towards the purchase of any of the two (2) policies, for each employee. Employees desiring family coverage may purchase it from the county and pay the difference. The Employer makes no guarantee of this rate as to amount or percentage of premium beyond the length of this contract. This rate shall be subject to negotiation in all future contracts.
- 24.03 Term Life Insurance:
The Employer will provide a term life insurance policy for each employee in the amount of five thousand dollars (\$5,000.00) and pay the monthly premium.
- 24.04 Long-term disability insurance:
The Employer will provide a long-term disability insurance policy for each employee and pay the monthly premium. Such policy shall continue to provide the benefit levels in effect at the signing of this contract.
- 24.05 The Employer may change carriers of any insurance coverage at any time provided that coverage shall not be reduced. The employer will give the union notification prior to changing insurance carriers.
- 24.06 The employer shall withhold from the employee's payroll check any payments due for insurance. All coverage shall be paid for in advance. The effective date of coverage shall be 30 calendar days after the commencement of premium payments. Rate changes shall be effective on the 1st day of July in each year, and the employer and the employee shall begin payment of the new rates on the 1st day of June in each year.
- 24.07 Part Time Employees:
Employees whose average hours worked, as calculated in Article 16, are thirty two (32) hours per week or more shall receive the full employer contribution towards health insurance as outlined in Article 24.02. Employees whose average hours worked, as calculated in Article 16, twenty-four (24) hours per week but less than thirty two (32) hours per week shall receive the employer contribution outlined in Article 24.02 on a pro-rata basis. The pro-rata shall be based on the employee's average hours divided by 32 (least number of hours per week required to receive full-time benefits). Employees whose average hours worked, as calculated in Article 16, are less than twenty-four (24) hours per week shall receive no employer contribution towards health insurance.

ARTICLE 25: FLEXIBLE BENEFITS PLAN

25.01 The employer shall make available to each employee a "cafeteria" style fringe benefit plan offering the following benefit options:

- Health Insurance Premiums
- Medical Reimbursement Account
- Dependent Care Reimbursement Account
- Supplemental Group Term Life Insurance (up to \$45,000)
- Cancer Insurance
- Deferred Compensation

25.02 The employer shall conduct an annual enrollment procedure for all employees covered under this agreement, and each employee shall be allowed to contribute through a payroll deduction to their individual flex benefit plan.

25.03 In addition to the provisions contained in Article 24, the employer shall fund for each employee an additional \$50 per fiscal year into each employee's flexible benefit program that may be used on benefits as in accordance with Article 25.01.

25.04 Part Time Employees:

Employees whose average hours worked, as calculated in Article 16, are thirty two (32) hours per week or more shall receive the full employer contribution towards flex benefits. Employees whose average hours worked, as calculated in Article 16, twenty-four (24) hours per week but less than thirty two (32) hours per week shall receive the employer contribution towards flexible benefits on a pro-rata basis. The pro-rata shall be based on the employee's average hours divided by 32 (least number of hours per week required to receive full-time benefits). Employees whose average hours worked, as calculated in Article 16, are less than twenty-four (24) hours per week shall receive no employer contribution towards flexible benefits.

ARTICLE 26: SENIORITY

26.01 Seniority shall be defined as the length of continuous employment with the Employer and shall be determined within full time/part time seniority classifications. Seniority dates for employees hired prior to July 1, 1990 shall be established as their original hire date with Cerro Gordo County.

26.02 The full time seniority classification shall consist of those positions established by the employer as being regularly scheduled for thirty two (32) hours of work per week or more. The part time seniority classification shall consist of those positions established by the employer as being regularly scheduled less than thirty (32) hours per week. The employer agrees to make every reasonable effort to maintain the scheduling of work within the seniority classifications as outlined in this article.

26.03 Seniority may be broken only by: quit, justifiable discharge, being continuously laid off for a period or more than six (6) months, failure by an employee to notify the Employer within five (5) working days

of recall that he or she will not return to work after recall from layoff, or failure to report to work within fourteen (14) calendar days from the date of schedule recall, or failure of an employee to return to work in accordance with the terms of leaves of absence. Recall to work shall be governed by the same principals of seniority.

- 26.04 In all cases of reduction and restoration of forces and in filling new jobs and vacancies within the program, the Employer shall consider seniority, qualifications and ability to perform work of all employees. If qualifications and ability are equal between or among the employees eligible, seniority shall govern within the framework of full time/part time seniority classifications. Provided, however, seniority shall not apply to temporary assignments or transfers. Any transfer of less than thirty (30) working days duration shall be presumed to be temporary.
- 26.05 The Employer upon request shall furnish the Union with a current seniority list by classification covering all the employees within the program. The Employer shall not be required to furnish this list more often than once every twelve (12) months.
- 26.06 Whenever a job opening becomes available within any seniority or job classification, employees in the bargaining unit, including those on layoff eligible for recall, are eligible to apply for the position. If the choice is between a current employee and new hire, preference will be given to the current employee providing the relative skill, ability and competence to perform the job is equal between the current employee and the new hire.
- 26.07 A new employee shall serve an introductory period of one hundred (100) working days and for employees changing jobs, ninety (90) working days.
- 26.08 Job Posting:
Postings will include job classifications, seniority classification, pay rate and qualifications to be considered for the job opening and the date the posting will be filled. During this period, employees who wish to apply may do so in writing and this shall be submitted to the program supervisor for that position. All vacancies and/or newly-created job classifications will be posted on employee bulletin boards for a period of ten (10) working days.
- 26.09 Prior to August 31, 1990, the employer shall determine the number of positions to be established within each seniority classification (full time and part time). These positions will be posted and filled prior to September 15 in accordance with the procedures outlined in Article 26.08 above.

ARTICLE 27: JOB CLASSIFICATIONS AND RATES OF PAY

- 27.01 General:
The job classifications and hourly rates of pay for each job classification are shown as by Exhibit "A" attached hereto and by this reference made a part hereof.
- 27.02 Overtime:
Overtime will be paid only on hours in excess of forty (40) hours in any workweek, as defined in

Article 23.01, and will be paid at regular rate plus one-half regular rate for those hours worked in excess of forty (40) hours per week. All overtime is to be paid monetarily.

All hours worked on Saturday shall be paid at the employee's regular rate plus \$.50 per hour.

All hours worked on Sunday shall be paid at regular rate plus one-half regular rate.

All hours worked on a holiday for which the employee is eligible to receive holiday pay as outlined in Article 20 shall be paid at the employee's regular rate plus one-half regular rate.

After 6:00 p.m., a salary adjustment will be made at \$.25 per hour for hours worked with no 2 hour minimum standard in effect. The time of work will start when the employee leaves home and end when the employee returns home as in accordance with policy on the weekend.

ARTICLE 28: LICENSING AND CERTIFICATION

- 28.01 If during the length of this contract, the licensing and/or certification requirements for Home Care Aides are changed by the Iowa State Department of Public Health, the employee shall complete all procedures, evaluation, and training necessary to comply with state law. The employer shall pay for the cost of any additional required training.

ARTICLE 29: SAFETY AND HEALTH

- 29.01 All employees will be furnished, at the County's expense, any protective clothing, training and/or equipment necessary for the care of all patients. Employees shall receive Universal Precaution training during normal schedule training sessions.

ARTICLE 30: EFFECTIVE DATE

- 30.01 Contract period:
This Agreement shall be in effect as of the 1st day of July, 2005, and shall remain in full force and effect until the 30th day of June, 2010.

IN WITNESS WHEREOF, the parties hereto have set their hands this 3rd day of June, 2005.

PUBLIC, PROFESSIONAL & MAINTENANCE
EMPLOYEES LOCAL UNION #2003
IOWA

CERRO GORDO COUNTY,

By: [Signature]

By: [Signature]

By: [Signature]

By: [Signature]

By: [Signature]

By: [Signature]

"UNION"

"EMPLOYER"

EXHIBIT "A"
JOB CLASSIFICATIONS AND RATES OF PAY

July 1, 2005 – June 30, 2010

1 st Year		
	July 1, 2005	2.5%
2 nd Year		
	July 1, 2006	3.25%
3 rd Year		
	July 1, 2007	3.5%
4 th Year		
	July 1, 2008	3.5%
5 th Year		
	July 1, 2009	3.75%

SPECIAL NOTE 1: Employees after completing each five years of service with the Health Department shall receive an additional \$.10 per hour increase up to a maximum of twenty years of service.

SPECIAL NOTE 2: Starting salary for employees hired after July 1, 2005 will not be less than \$9.50 per hour. Increases thereafter are established by Exhibit A – Job Classification and Rates of Pay. Thereafter, the health department will determine the annual starting salary increase.

ATTACHMENT A

FISCAL YEAR 2005 – 2006 AMENDED AGREEMENT BETWEEN CERRO GORDO COUNTY DEPARTMENT OF PUBLIC HEALTH AND PUBLIC, PROFESSIONAL, AND MAINTENANCE EMPLOYEES LOCAL 2003 (HOME CARE AIDES).

This Amended Agreement made and entered into by and between Cerro Gordo County, Iowa, Board of Health hereinafter referred to as the "Employer" and Public, Professional, and Maintenance Employees Local Union 2003, hereinafter referred to as the "Union" is as following:

1. Employer will make available the \$1000 Alliance Select to each employee as a third insurance policy option. The cost of the \$1000 Alliance Select is \$362.50/month for single and \$575.00/month for family. Deductibles: \$1000 Single and \$2000 Family. Maximum out of Pocket: \$2500 Single and \$4500 Family.
2. Both parties will meet and discuss FY 06-07 health insurance premiums prior to July 1, 2006.
3. The Cerro Gordo County Department of Public Health and Cerro Gordo County Board of Health will not guarantee avoidance of reduction in workforce.

This agreement shall be in effect as of the 1st day of July, 2005, and shall remain in full force and in effect until the 30th day of June, 2006.

IN WITNESS WHEREOF, the parties hereto have set their hands this 3rd day of June, 2005.

PUBLIC, PROFESSIONAL AND
MAINTENANCE EMPLOYEES
UNION #2003 IOWA

By: [Signature]

By: [Signature]

By: [Signature]

"UNION"

CERRO GORDO COUNTY

By: [Signature] mp

By: [Signature]

By: [Signature]

"EMPLOYER"